

**VOLUNTARY CLEANUP CONTRACT
14-6264-NRP**

**IN THE MATTER OF
Niggel Associates Site, Richland County
and
C&D PROPERTIES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and C&D Properties, LLC with respect to the Property located at 2806 and 2812 William Tuller Drive, Columbia, South Carolina. The Property includes approximately 1.5 acres identified by Tax Map Serial Number R11215-08-03 and R11215-08-04. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 20, 2014, and any amendments thereto, by C&D Properties, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as

amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "C&D" means C&D Properties, LLC.
- B. "Beneficiaries" means C&D's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of C&D or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

R11215-08-03 – 2806 William Tuller Drive

F. S. Royster Guano Company	1901 to 1945
Niggel Associates, Inc.	1966 to 1970
Industrial Partners LLC	November 2005 to Present
R&L Kitchens (operator)	
Conner Metal Fabricators (operator)	
Psoralite Sunmaker Corporation (operator)	2003 to present

R11215-08-04 – 2812 William Tuller Drive

Niggel Associates, Inc.	1966 to 1970
Industrial Partners LLC	November 2005 to Present
Palmetto Mobile Mechanic (operator)	

B. Property and Surrounding Areas: The Property is within a light industrial area bounded to the north by William H. Tuller Drive; to the east by Colprovia Asphalt Plant; to the south by a Norfolk Southern railroad yard; and to the west by WW Hutto, LLC dba Brabham Fence Company. According to historical records, the western portion of the Property was within the footprint of the former F. S. Royster Guano Company (Royster), a fertilizer producer. The fertilizer manufacturing process impacted soil with elevated concentrations of arsenic and lead. The sulfuric acid chambers were located on the property identified as 2700 William Tuller Drive currently occupied by Seaco Asphalt. In 2012, the EPA removed approximately 100 dump truckloads of contaminated soil from residential properties in the vicinity. In April 2014, the Department excavated soil from the right-of-way of William Tuller Drive adjacent to the Seaco Asphalt facility. This soil was disposed in a hazardous waste permitted landfill based on toxicity characteristic leaching procedure (TCLP) analysis. The Department has oversight of the investigation of the former Royster Site. In October 2012 the Department executed VCC 12-6100-NRP with AA Properties-Commerce Tuller, LLC and Associated Asphalt Columbia, LLC for the property occupied by Seaco Asphalt. In November 2012 the Department executed VCC 12-6119-NRP with Brabham Fence Company, Inc., which inured to WW Hutto, LLC. A certificate of completion has been issued to WW Hutto, LLC regarding VCC 12-6119-NRP.

It is reported that Niggel and Associates (Niggel) operated as a ceramic tile manufacturing company and also manufactured a type of lamination (epoxy) for flooring used on gymnasium floors. Niggel operated one 10,000-gallon gasoline underground storage tank (UST), which was reportedly removed from the Property in 1988. Mobile Mechanic operated in this location as an automobile repair facility.

Currently each parcel of the Property is improved with a building containing office space and manufacturing or warehouse space. The front portion of the building located at 2806 William Tuller Drive is occupied by Psoralite Corporation that manufactures phototherapy equipment. Their process includes cutting and shaping of sheet metal (hydraulic press), minor carpentry and electronics assembly. The rear portion of the building currently stores various home repair and furnishing supplies. The building at 2812 William Tuller Drive is occupied by Home Works of America, Inc., which supplies tools and equipment used in repairing and refurbishing homes. The eastern portion of this parcel is fenced and includes property owned by the adjacent Colprovia Asphalt facility. A loading dock is located on the eastern side of the building. Each building has a concrete parking lot. According to the Phase I Environmental Site Assessment, dated March 2014, three groundwater monitoring wells (MW-1B, 3B and 4B) were located on the 2806 parcel; no wells could be found on the 2812 parcel.

C. Investigations / Reports:

Phase II Environmental Site Assessment, dated March 2005, and Final Report Environmental Assessment and Waste Characterization, dated July 2005, prepared by Fuss & O'Neill, Inc. According to this referenced Phase II ESA, three contiguous properties located at 2800, 2806, and 2812 William Tuller Drive were included in this investigation. The Phase II ESA identified an indoor drum storage area and an outside drum storage area at the 2812 parcel. The Phase II ESA recommended the removal of drums and five gallon buckets of epoxy like substances and the excavation of soil impacted by lead and chromium from the 2812 parcel. The July Report documented the removal actions and the excavation of the impacted soil. The Reports documented groundwater impact from arsenic, cadmium, chromium and lead.

Phase I Environmental Site Assessment, dated March 6, 2014, conducted by ARM Environmental Services, Inc. This Phase I for the Property subject to this Contract was submitted as a part of the Non Responsible Party Application for Voluntary Cleanup Contract. This Phase I included the results of a screening to identify potential vapor encroachment conditions (VECs) that may impact the Property. This Phase I identified the following potential VECs:

- Detected methyl tertiary butyl ether (MTBE) at MW-2CR on the 2812 parcel;
- Detection of volatile organic compounds in groundwater.

This Phase I identified the following recognized environmental conditions on and off-site:

- Various past uses of the Property and the adjacent properties;
- A former UST at the 2812 building;
- An outside drain with paint can lid and green paint stained soil at the 2812 building;
- 1993 release from a 2,000-gallon UST containing hydrocarbons located at the Boineaus' Warehouse north of the Property;
- Petroleum release from underground storage tanks (USTs) at the nearby Seaco, Inc. facility;
- Presence of ASTs on the nearby Seaco, Inc. facility.

D. Applicant Identification: C&D is a South Carolina limited liability company with its principal place of business located at 845 Chris Drive, West Columbia, South Carolina 29171. C&D affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: C&D will acquire the Property and intends to use the Property for storage and warehousing.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. C&D certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. C&D also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. C&D agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by C&D, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by C&D, or its designee in accordance with the schedule provided in the initial Work Plan. C&D acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. C&D agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, C&D may seek an amendment of this Contract to clarify its further responsibilities. C&D shall perform all actions required by this Contract, and any related actions of C&D's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one

hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).

- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). C&D shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. TAL - The full EPA Target Analyte List;
 - i). TAL-Metals EPA Target Analyte List excluding cyanide;
 - ii. TCL - The full EPA Target Compound List;
 - i). TCL-VOCs EPA Target Compound List Volatile Organic Compounds;
 - ii). TCL-SVOCs EPA Target Compound List Semi-Volatile Organic Compounds;

- iii). TCL-Pesticides EPA Target Compound List Pesticides;
 - iv). TCL-PCBs EPA Target Compound List Polychlorinated Biphenyls.
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of C&D's consulting firm(s), analytical laboratories, and C&D's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). C&D shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify C&D in writing of approvals or deficiencies in the Work Plan.
- 8). C&D, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). C&D shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). C&D shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the

Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). C&D shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. C&D shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). C&D shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Paint and waste in concrete stormwater drain adjacent to the 2812 building;
 - b). Any discarded materials that remain at time of acquisition of the Property to include paints, lacquers, paint thinners, and in general the materials stored in the 2812 warehouse.
- 2). C&D shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, C&D shall expeditiously stabilize or remove the Segregated Source from the Property
- 4). C&D shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. C&D shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). C&D shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). C&D shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing

address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to C&D, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). C&D shall collect and analyze a minimum of twelve (12) soil samples from eight (8) locations on the Property. C&D shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations, unless specified otherwise:
 - a). Three random locations in the yard between the 2806 and 2812 buildings for surface soil samples to be analyzed for arsenic and lead.
 - b). At the hydraulic press located in the 2806 building after unit is removed.
 - c). One location in the yard east of the 2812 building for surface soil sample to be analyzed for arsenic and lead.
 - d). At the location of the removed UST on the 2812 parcel;
 - e). Two locations at the stormwater discharge pipe where soil has been discolored by paint on the 2812 parcel.
- 2). C&D shall extend the soil borings to an approximate depth of five (5) feet below land surface to visually screen the subsurface soil core for a purple/magenta colored layer that may be associated with phosphate fertilizer manufacturing waste. If a purple/magenta colored material is observed, subsurface soil samples shall be collected from that zone.
- 3). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface sample from the stormwater discharge pipe area shall be analyzed for the full EPA-TAL and EPA-TCL.

- 4). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). C&D shall assess groundwater quality and determine the direction of groundwater flow across the Property. C&D may use existing wells if the integrity of the wells has not been compromised and they are strategically located. Assessment shall include samples from a minimum of four (4) locations with two locations on each parcel. The wells shall be screened to bracket the water table. Specific locations shall be as follows:
 - a). a location presumed to be hydraulically downgradient of a potential off-site source;
 - b). a location hydraulically downgradient of the machine shop / hydraulic press in the 2806 building;
 - c). at the area where paint has been released near the discharge pipe on the 2812 parcel.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, one sample from each parcel shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). C&D shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on

representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.

- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of representative number of indoor air samples for laboratory analysis of all Site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow C&D to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). C&D shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). C&D shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). C&D shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.

- 2). C&D shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination
 - c). C&D may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, C&D shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, C&D shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). C&D shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). C&D shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

- 5. C&D shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). C&D agrees that the Health and Safety plan is submitted to the Department only for informational

purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by C&D.

PUBLIC PARTICIPATION

6. C&D and the Department will encourage public participation to implement this Contract as follows:

A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by C&D.

B. C&D shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1). The sign will state "Voluntary Cleanup Project by C&D Properties, LLC under Voluntary Cleanup Contract 14-6264-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of C&D. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

3). C&D shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.

- 4). C&D agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). C&D shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, C&D shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. C&D shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within forty-five (45) days of Work Plan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. C&D shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. C&D shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. C&D or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use and to prohibit the use of groundwater on the Property. The Declaration will also require C&D or its Beneficiaries to maintain the existing buildings and paved areas as engineering controls. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - A. The Department shall prepare and sign the Declaration prior to providing it to C&D. An authorized representative of C&D or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
 - B. C&D or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for Richland County where the Property is located.
 - C. C&D or its Beneficiaries shall provide a copy of the recorded Declaration to the

Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.

- D. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- E. The Declaration shall reserve a right of entry and inspection for C&D or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). C&D or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). C&D or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- F. The Declaration shall provide that the Department has an irrevocable right of access to the Property after C&D acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

G. C&D or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

H. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to C&D shall be submitted to C&D's designated contact person who as of the effective date of this Contract shall be:

Carl Sherwood, Owner
C&D Properties, LLC
P. O. Box 2716
West Columbia, South Carolina 29171

FINANCIAL REIMBURSEMENT

11. C&D or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to C&D on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Carl Sherwood, Owner
C&D Properties, LLC

P. O. Box 2716
West Columbia, South Carolina 29171

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. C&D agrees the Department has an irrevocable right of access to the Property for environmental response matters after C&D acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to C&D or its Beneficiaries for the Property under this Contract as follows:
 - A. C&D or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that C&D or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that C&D or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if C&D or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. C&D or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. C&D shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, C&D, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. C&D or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, C&D or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, C&D or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

D. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. C&D, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide C&D or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in C&D's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;

- 4). Failure of C&D or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by C&D or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by C&D or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by C&D or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of C&D's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should C&D or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by C&D or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of C&D or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, , and successors, including lessees, heirs, devisees, and

other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. C&D and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue C&D and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by C&D or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by C&D or its Beneficiaries. The Department retains all rights under State and Federal laws to compel C&D and

its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by C&D or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than C&D and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than C&D and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY C&D

19. C&D retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. C&D and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, C&D and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. C&D and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by C&D or its Beneficiaries. C&D and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously

identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY C&D AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, C&D and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

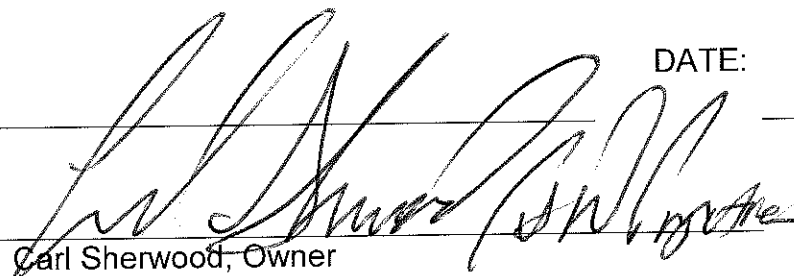
DATE:

Reviewed by Office of General Counsel

C&D PROPERTIES, LLC

BY:

DATE:


Carl Sherwood, Owner

9/3/14

APPENDIX A

C&D

Application for Non-Responsible Party Voluntary Cleanup Contract

March 20, 2014



Non Responsible Party Application for Voluntary Cleanup Contract

1. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Cat Properties LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Carl Sherwood

Name

P.O. Box 2716

Address

West Columbia

City

Owner

Title

803-794-7004

Phone1

SC

State

mw2330@ad.com

Email

803-360-5835

Phone2

29171

Zip

b. Other Signatories

☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

546 Chris Dr

Street address

West Columbia

City

SC

State

Suite Number

29171

Zip

6. Mailing address:

☒ Same as Authorized Signatory

Go to question 7

SAME

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in

SOUTH CAROLINA

(state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

CARL SHERWOOD

Name

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property

2. Is a Responsible Party for the site

3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property

4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

RECEIVED

MAR 20 2014

SITE ASSESSMENT
REMEDIALATION &
REVITALIZATION

II. Property Information

9. Location

a. Physical Address 2806 + 2812 William TULLETZ DRIVE / COLUMBIA, SC

b. County RICHLAND

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of COLUMBIA, SC
(town/city)

10. List any Companies or Site names by which the Property is known

2806 Wm TULLER DR. IS OCCUPIED BY PSORIALITE CORP.
2812 " " " " " BY HOME WORKS OF AMERICA.

11. Total Size of Property Covered by this Contract ~ 1.5 Acres

12. How many parcels comprise the Property? TWO

13. Current Zoning (general description)

COMMERCIAL

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# R11215-08-03
b. Acreage 0.75
c. Current Owner INDUSTRIAL PARTNERS
d. Owner Mailing Address LLC - 1230 MAIN
ST. COLUMBIA, SC
SUITE 700 29201
e. Contact Person for Access JOE POPE
f. Access Person's Phone # 803-446-4457
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☒ In operation: nature of the business MAKES

LIGHTING BOOTHS

a. Tax Map Parcel# R11215-08-04
b. Acreage 0.75
c. Current Owner INDUSTRIAL PARTNERS, LLC
d. Owner Mailing Address 1230 MAIN ST.
COLUMBIA, SC 29201
SUITE 700
e. Contact Person for Access JOE POPE
f. Access Person's Phone # 803-446-4457
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☒ In operation: nature of the business DOES RENOVATION

WORK

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
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b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Storage & warehousing

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 5
☐ No

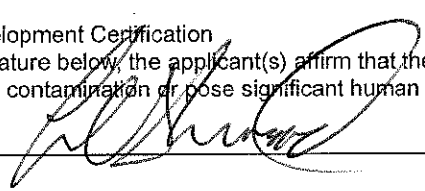
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 159,000 yearly

20. a. Will there be Intangible benefits from this redevelopment such as: NO
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property ~ 4, 30, 14

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

ARM ENVIRONMENTAL SERVICES, INC.

Company

P.O. Box 50285 COLUMBIA, SC 29250

Address

City

State

Zip

ANDREW WILSON, PG (#805) 803.783.3314

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

JOE GOINGS, P.G. (#2530)

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)

NONE AT THIS TIME

Firm

Attorney

Phone1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address

☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by

ARM, INC

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

☒ The Following reports are attached:

SEE PHASE I

(Site Name)

Report Date

MARCH 15, 2005

Report Name

PHASE II

Environmental Firm

FUSSELL

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

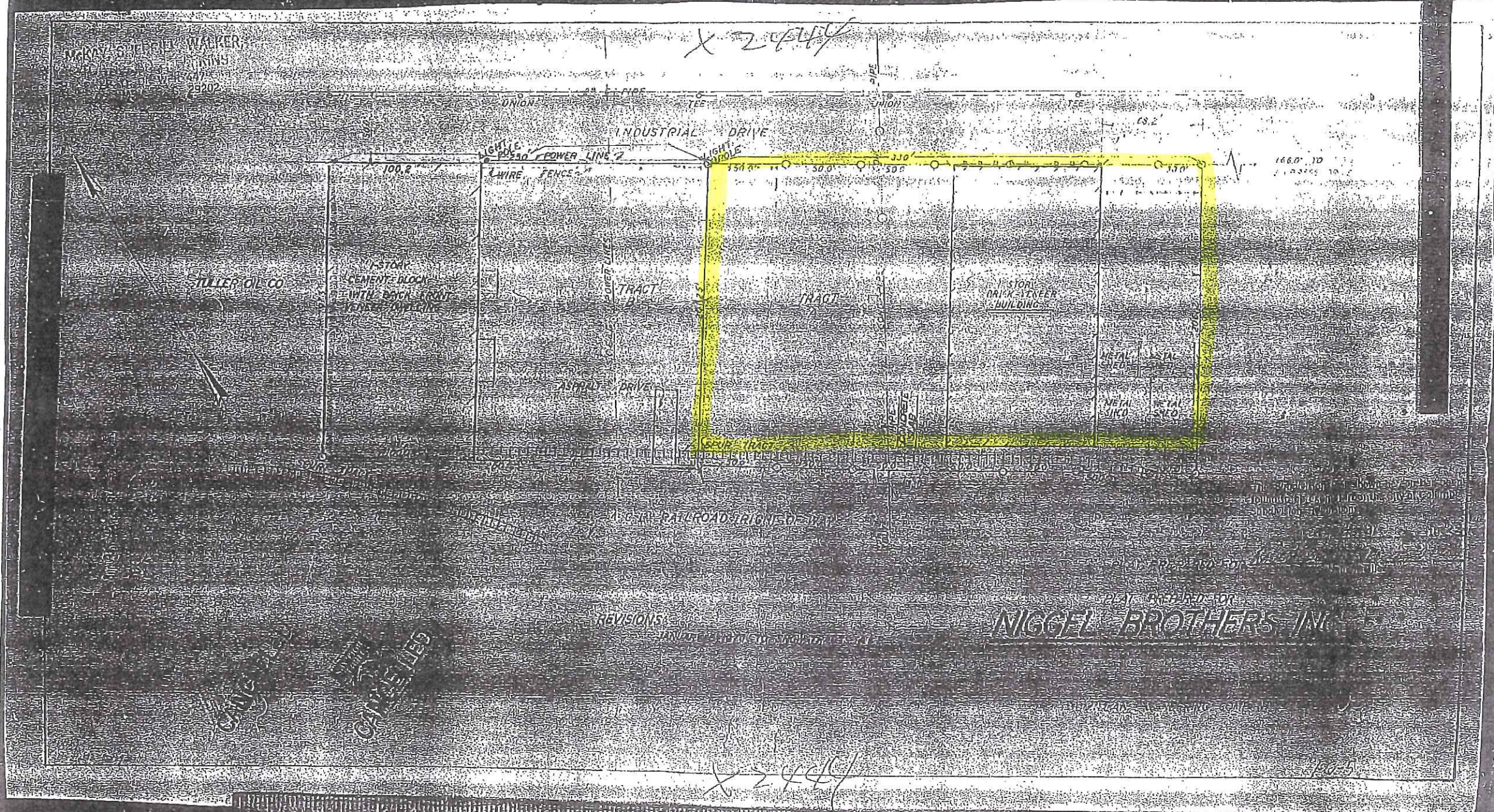
Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Tuller Text

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being on the Southwestern side of William Tuller Boulevard (a/k/a Industrial Drive), in the City of Columbia, County of Richland, State of South Carolina, being and comprising Lots Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), and the westernmost Thirty (30') feet of Lot Forty (40) on a plat prepared for Carl Joseph Niggel, et al., by McMillan Engineering Company, dated June 1, 1955, and recorded in the Office of the R.M.C. for Richland County, S.C., in Plat Book "Q" at page 54, also shown as Tract "A" and Tract "B" on a plat prepared for Niggel Brothers, Inc. by McMillan Engineering Company, dated June 1, 1955, revised January 5, 1970 and recorded in said R.M.C. office in Plat Book "X" at page 2444; and also shown as TWO AND SIXTY-NINE/HUNDREDTHS (2.69) ACRES on a plat prepared for Niggel Associates, Inc. by Baxter Land Surveying Co., Inc., dated May 5, 1988, to be filed for record; and having the following boundaries and measurements according to the last mentioned plat, to wit: On the NORTHEAST by William Tuller Boulevard (a/k/a Industrial Drive), measuring thereon Five Hundred Eighty and eight hundredths (580.08') feet; on the SOUTHEAST by property now or formerly of Colprovia Asphalt Co., Inc., measuring thereon Two Hundred Six and twenty/hundredths (206.20') feet; on the SOUTHWEST by property of A.C.L. Railroad, measuring thereon Five Hundred Eighty and no/hundredths (580.00') feet; and on the NORTHWEST by property now or formerly of Tuller Oil Co., measuring thereon One Hundred Ninety-Seven and thirty/hundredths (197.30') feet; be all the said measurements a little more or less.

This being the property conveyed to Niggel Brothers, Inc. (now known as Niggel Associates, Inc.) by deed of Industrial Investments Co., Inc., dated August 6, 1965 and recorded in Deed Book D-33 at page 800 on January 26, 1966; and property conveyed to Niggel Associates, Inc. by deed of Cast-A-Stone Products of S.C., Inc. dated July 20, 1977 and recorded in Deed Book D-430 at page 311 on July 22, 1977.

TMS 11215 08 02; 11215 08 03; 11215 08 04



CHANGES

REVISIONS

NIGGEL BROTHERS INC